

REMARKS

Status of Claims:

Claims 1-45 remain for examination.

Prior Art Rejections:

Claims 1, 3, 4, 9, 13, 14, 16, 21, 25, 26, 31, 35, 36, 41 and 45 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Mei (6,816,907). Further, claims 2, 12, 15, 24, 34 and 44 stand rejected under 35 U.S.C. § 103 as obvious over Mei in view of Rao (6,789,118). Claims 5, 8, 17, 20, 27, 30, 37 and 40 stand rejected Under 35 U.S.C. § 103 as unpatentable over Mei in view of Shaheen. Also, claims 6, 7, 11, 18, 19, 23, 28, 29, 33, 38, 39 and 43 stand rejected under 35 U.S.C. § 103 as unpatentable over Mei in view Tanimoto (6,075,776). Finally, claims 10, 22, 32 and 42 stand rejected under 35 U.S.C. § 103 as unpatentable over Mei in view of McNamara (6,262,976).

The examiner's rejections are respectfully traversed.

Claim 1 of the present application recites a communications system which disconnects the server from a client terminal upon meeting of at least one disconnection condition. As amended, claim 1 recites a feature of "a memory for storing information about a plurality of separate and distinct disconnection conditions regarding disconnection of said plurality of client terminals, wherein some of said plurality of client terminals have different disconnections conditions than others." Figure 2 of the present application provides one example of this features. As shown in Figure 2, user identifiers corresponding to different client terminals have different disconnection conditions. In another example of this feature, the present specification describes setting the disconnection condition for each user at the time of contract formation between a service user and a service provider, wherein the disconnection condition depends on the service plan of the contract. (See Page 23, lines 4-9 of the present application.) Hence, users with different service plans have different disconnection conditions. The feature described in the present paragraph is neither described nor suggested by Mei.

In particular, Mei teaches using different service plans which provide different amounts of service capabilities. For example, gold plans may provide a min/max number of servers of 20/100 and a min/max number of storage units of 20/50 and a min/max bandwidth units of 30/80 as shown in Mei Fig. 4. The silver plan shows less amounts in each category. It is important to note, however, that Mei is not talking about **disconnection conditions** but is rather talking about min/max values of resources available for use within different plans. Thus, a company may decide to pay the higher price for the gold plan because such resources are necessary for its business.

A search of the Mei patent as it appears on the PTO website, using the key word "disconnection" or "disconnect" reveals no hits. Likewise, not hits were found for the term "termination" or "terminate". Further, there are only two hits for the term "dropped" and these appear at column 6, line 25 and at column 7, line 34. Both of these instances deal with dropping a **request for service** and are not concerned with the monitoring an **existing connected or connection state** and determining **if an existing connection should be terminated**. Thus, according to Mei, if, for example, the bandwidth gold level **would be exceeded** by granting a new request for connection, then that request will either be forwarded to different server or **dropped**. Of course, if it is dropped, it is not connected, but most importantly, it is not an existing call that is being dropped (or terminated) but rather a new request.

In contrast applicant's monitors existing connection states and disconnects them depending on the different disconnection conditions are met or not. Such limitations are found in all of applicant's independent claims. No such corresponding teachings are found in Mei.

As stated by the Federal Circuit, "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference" *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, (Fed. Cir. 1989). See MPEP §2131. In order for a reference to be utilized as an anticipatory reference under the

provisions of 35 U.S.C. § 102, the reference must disclose each and every claim limitation. This is certainly not the case here, and thus the Sec. 102 rejection must be withdrawn.

The rejections under Sec. 103 must also be withdrawn because of the basis defects in the primary reference. These secondary references do not supply the missing ingredients not found in Mei. As such, it is thus submitted that the PTO has not made out a *prima facie* case of obviousness under the provisions of 35 U.S.C. § 103, and thus applicants claims are patentable over the prior art.

The dependent claims are deemed allowable at least by virtue of their dependency. In addition, they recite additional patentable features when considered as a whole as set forth in applicant's prior amendment incorporated herein by reference.

It is pointed out that claim 3 has been amended not because of any reasons of patentability but only to make it clear that the disconnection means is "responsive to said at least one of said plurality of disconnection conditions retrieved by said retrieval means".

Conclusion:

Applicant believes that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application. The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741.

If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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